



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input type="checkbox"/>	New	Vendor Code			Dept.		Contract Numt
M	<input type="checkbox"/>	Change			SC	PHL	A	
X	<input type="checkbox"/>	Cancel						
County Department					Dept.	Orgn.	Contractor's Licens	
PUBLIC HEALTH					PHL	2800		
County Department Contract Representative					Ph. Ext.		Amount of Con	
COLLEEN A. TRACY					6222		\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/J		
AAA	PHL	2800		0		93000		
Commodity Code				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	A
Project Name								
				FY	\$			
				FY	\$			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

PRIORITY ONE MEDICAL TRANSPORT

hereinafter called PRIORITY ONE

Address

8520 ARCHIBALD AVENUE, BLDG 20B

RANCHO CUCAMONGA, CA 91730

Phone

Birth Date

1-800-600-3370/(909) 483-5430

Federal ID No. or Social Security No.

33-0735999

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is entered into by and between the Inland Counties Emergency Medical Agency (hereinafter referred to as "ICEMA") and Priority One Medical Transport Inc. (hereinafter referred to as "Priority One").

WHEREAS, Health and Safety Code Section 1797.218, gives the local EMS Agency, ICEMA, the authority to authorize an advanced life support or limited advanced life support program which provides services utilizing EMT-II or EMT-P, or both, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer, while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital, and,

WHEREAS, the Advanced Life Support Provider, Priority One, agrees to comply with the terms and conditions as expressed herein;

NOW, THEREFORE, Priority One does agree as follows:

1. To provide approved level of advanced life support for special events only within San Bernardino County.
2. To provide service with a minimum of one (1) certified/accredited advanced life support personnel (EMT-P) and one (1) certified/accredited EMT-I per ambulance unit at the scene.
3. To utilize primarily the assigned Base Hospitals for coordination, medical direction and training.
4. To provide visible identification of level of certification of prehospital EMS personnel.
5. To comply with ICEMA requirements for recordkeeping and data collection. Data received by virtue of this requirement will be made part of the ICEMA Quality Assurance Program and will be treated as confidential information used for the purposes of evaluating and improving the overall EMS system.
6. To appoint an Advanced Life Support Program Coordinator(s) to be the liaison with ICEMA, the Assigned Base Hospital and receiving facilities.
7. To facilitate the scheduling of periodic visits by the ICEMA staff to insure compliance with local, State and Federal laws, policies and/or procedures.
8. To notify ICEMA of significant Advanced Life Support services problems or changes in a timely manner, including but not limited to:
 - a. Changes in number of available units
 - b. Base Hospital complaints
 - c. Changes in status of certified/accredited personnel,
i.e., termination, classification, etc.
 - d. Changes in station location(s)
 - e. Radio frequency interference which causes operational problems
 - f. Any personnel action taken as a result of direct violation of the ICEMA protocols/policies and /or procedures.
9. To maintain and inventory drugs and equipment as outlined by ICEMA policy and/or protocol.

10. To notify and work with ICEMA when evaluating equipment that can be used in the field for definitive medical care or intervention.
11. To comply with all ICEMA program requirements, including all protocols, policies and procedures as well as applicable State and County regulations.
12. To provide EMS personnel with educational updates to include written copies of any revisions in ICEMA protocols, policies, and procedures prior to the implementation date as stated by ICEMA.
13. To comply with training guidelines as approved by ICEMA.
14. To intern Advanced Life Support trainees from approved training programs, when feasible.
15. No vehicle shall be represented as an Advanced Life Support unit unless it meets the current standards as established by ICEMA.
16. No Advanced Life Support provider personnel shall actively function as or provide ALS services unless all approved equipment and supplies inventory is readily available at the site of a medical emergency.

ADMINISTRATION:

The San Bernardino County Director of Public Health shall exercise full County rights under the terms of this Agreement and shall administer this Agreement on behalf of ICEMA.

TERM OF AGREEMENT:

The term of the Agreement shall commence when executed by the parties and continue in effect until 12/31/02, but shall automatically be renewed for successive two (2) year periods unless otherwise terminated or amended. Notwithstanding the foregoing, either party may terminate this contract, at any time, upon ninety (90) days written notice to the other party.

In the event that Priority One is temporarily unable to meet the terms of this Agreement, Priority One shall promptly notify ICEMA.

NOTICE:

Any notice or notices required, pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the Representative at the following addresses:

Diane Fisher, Agency Administrator
ICEMA
164 W. Hospitality Lane, Ste 4A
San Bernardino, CA 92415

Michael D. Parker
Priority One Medical Transport Inc.
8520 Archibald Avenue, Bldg. 20
Rancho Cucamonga, CA 91730

CHANGES AND AMENDMENTS:

This document and the exhibits and references incorporated herein fully express all understandings of the parties concerning this Agreement. No addition to or alteration of the terms and conditions of this Agreement, and no verbal understandings of the parties, or their officers, agents, or employees, shall be valid unless made by formal written amendment to this Agreement.

TERMINATION FOR CAUSE:

ICEMA may immediately terminate this Agreement if Priority One's permit(s) to operate as an ambulance provider within the area(s) of jurisdiction is revoked or suspended.

For any other material breach of the Agreement, ICEMA shall have the option to immediately suspend this Agreement without notice, or terminate this Agreement for cause, by giving written notice specifying the effective date and reason which shall be not less than fifteen (15) days after the delivery of the written notice. Such cause shall include, but not be limited to:

1. Failure to comply with ICEMA's protocols/policies and/or procedures;
2. Gross misrepresentation or fraud;
3. Failure to cooperate with ICEMA's monitoring of Advanced Life Support Provider performance under this Agreement;
4. Failure or refusal to cooperate with quality assurance and audit findings and recommendations within a reasonable time.

If, within the fifteen (15) days after delivery of notice of termination for cause, ICEMA's representative is satisfied that the material breach can be and has been cured, such notice will be voluntarily withdrawn in writing and this Agreement shall remain in effect.

If, after notice of termination of this Agreement for cause, which is not voluntarily withdrawn as stated above, it is determined for any reason that Priority One was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be reinstated.

TERMINATION FOR CONVENIENCE:

Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

INDEPENDENT CONTRACTOR:

Priority One shall perform as an independent contractor under this Agreement. Priority One is, for all purposes arising out of the Agreement, an independent contractor and shall not be deemed an employee or agent of San Bernardino County. It is expressly understood and agreed that Priority One employees shall in no event be entitled to any benefits to which San Bernardino County employees are entitled, including, but not limited to, overtime, retirement, workers' compensation and leave benefits.

Priority One shall secure or furnish all services and supplies including, but not limited to, supplies, equipment, furniture, insurance, utilities, telephones and facilities, necessary for the provision of services pursuant to this Agreement.

HOLD HARMLESS:

Priority One agrees to indemnify, defend and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore.

INSURANCE:

Without in anyway affecting the indemnity herein provided and in addition thereto the contractor shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers' Compensation -- A program of Workers' Compensation insurance or a State-approved Self-insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons provided services on behalf of Priority One and all risks to such persons under the Agreement.

Comprehensive General and Automobile Liability Insurance -- This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Errors and Omission Liability Insurance -- Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability -- Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

Additional Named Insured -- All policies, except for the Workers' Compensation policy and the Errors and Omissions and Professional Liability Insurance, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional names insured with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights -- Except for the Errors and Omissions Liability and Professional Liability Insurance, Priority One shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory -- All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage -- Priority One shall immediately furnish certificates of insurance to the County Department of Public Health evidencing the insurance coverage, including endorsements. The certificates of insurance shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and Priority One shall maintain such insurance from the time Priority One commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, Priority One shall furnish certified copies of the policies and endorsements.

Insurance Review -- The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if

the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or higher coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Priority One agrees to execute any such amendment within thirty (30) days of receipt.

DELEGATION AND ASSIGNMENT:

Priority One shall not delegate its duties and responsibilities or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of ICEMA. This provision shall not be applicable to service agreements or contract of similar arrangements usually and customarily entered into by Priority One to obtain or arrange for supplies or technical support.

RESPONSIBILITY FOR COSTS:

ICEMA shall not be liable for any costs or expenses incurred by Priority One by reason of this Agreement, including costs or expenses related to the provision of all types and descriptions of services under this Agreement.

CALIFORNIA LAW:

This Agreement shall be construed and interpreted according to the laws of the State of California.

IN WITNESS THEREOF, ICEMA and Priority One have executed this Agreement to be effective upon the date authorized by the San Bernardino County Board

COUNTY OF SAN BERNARDINO

►

Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

(State if corporation, company, etc.)

By ► _____
(Authorized Signature)

Dated _____

Title _____

Address _____

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

► _____
County Counsel

Date _____

► _____

Date _____

► _____
Agency Administrator/CAO

Date _____